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#### Contract Database Metadata Elements

Title: **Wantagh Union Free School District and Wantagh Union Free School Custodial Unit, CSEA, Local 1000, AFLCME, AFL-CIO (2002)**

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Union: **Wantagh Union Free School Custodial Unit, CSEA, AFLCME, AFL-CIO**

Local: **1000**

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Wantagh Union Free School District  
And Csea Local 865 (Custodial Unit)

SD  
BC

**AGREEMENT**

**-between-**

**BOARD OF EDUCATION**

**WANTAGH UNION FREE SCHOOL DISTRICT**

**-and-**

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000  
AFSCME, AFL-CIO**

**July 1, 2002- June 30, 2005**

**RECEIVED**

**JAN 22 2004**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

41

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AGREEMENT entered into this     day of June, 2003, by and between the WANTAGH UNION FREE SCHOOL DISTRICT, Town of Hempstead, (hereinafter called the "Board") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., Local 1000, AFSCME, AFL-CIO, (hereinafter called the "Association").

W I T N E S S E T H

WHEREAS, the parties have reached certain understandings which affect the current terms and conditions of employment which they desire to confirm in this Agreement.

NOW, THEREFORE, it is mutually agreed that:

**ARTICLE I. - RECOGNITION**

Section 1. The District, pursuant to a Public Employment Relations Board certification, dated March 8, 1971 and a resolution of the Board, recognizes the Association as the exclusive representative of said custodial and maintenance employees within the meaning and intent of Article XIV of the Civil Service Law.

Section 2. The Association shall have the right to unchallenged representation status during the term of this contract.

Section 3. The Association affirms that it will abide by Section 210 of the Public Employees Fair Employment Act and the laws of the State of New York in general.

Section 4. The District agrees so continue to deduct from the wages of the employees covered by this Agreement the regular dues for membership required by the Association provided that those employees have authorized the Board in writing to make such deductions.

Section 5. Employees who are not members of the Association shall be required to pay an agency fee to the Association in an amount to be identified by the Association. The District shall deduct the agency fee from the salaries of all non-Association members and shall transmit the sum so deducted to the Association at the same time and in the same manner as dues deducted from the salaries of Association members. Upon request of any employee, the Association shall provide a detailed accounting of its expenditures to said employee and the District. The Association represents that it has established and will maintain a procedure which provides for the refund, to any employee who so demands, of any part of an agency fee deduction to which the employee may be entitled in compliance with the law.

## **ARTICLE II. - EMPLOYEES OF THE DISTRICT**

Section 1. It is understood and agreed that employees are employees of the District as a whole.

Section 2. Efforts will be made to provide forty-eight (48) hours' notice of any change in the work schedule of any employee.

## **ARTICLE III. - PAYROLL PERIODS**

Section 1. Paydays will continue to be on a biweekly basis only, throughout the school year.

Section 2. An employee who is on vacation on any regular payday will have his/her check mailed to his/her home unless he/she arranges in advance with the payroll office to have his/her check deposited with a bank or mailed to a different address. No special payroll will be prepared to make advance payment when a person

goes on vacation.

Section 3. Salary adjustments will be made only once a year on July 1<sup>st</sup>. If a person is hired before October 1<sup>st</sup>, he/she would receive a full step adjustment on the next July 1<sup>st</sup>. If a person was hired after October 1<sup>st</sup>, step adjustment will be deferred until the following July 1<sup>st</sup>.

#### **ARTICLE IV. - TIME CLOCKS**

Time clocks installed in each building shall continue to be used to accurately record all duty hours of each employee.

#### **ARTICLE V. - OVERTIME**

Section 1. The workweek shall continue to be forty (40) hours. There shall be no pyramiding of overtime.

Section 2. Whenever personnel are assigned for overtime purposes to a building who are not regularly in that building, at least one person must be a custodian or groundskeeper-maintainer unless otherwise agreed to by the Assistant Superintendent for Business.

Section 3. All overtime shall be on a rotating basis within a building. Assignments will come from a master list arranged by the Association and the appropriate building head custodian. Maintainers may be assigned to a specific building for this listing.

Section 4. Seniority shall be based on the date of the last full-time continuous employment in the District.

Section 5. If an employee is called in by his/her supervisor for emergency snow

removal, he/she shall be paid double time provided he/she works his/her full eight (8) - hour day immediately thereafter.

Section 6. If an employee is called in for an emergency by the police or alarm system after 1:00 A.M. and before 5:00 A.M. or on a Saturday or Sunday, he/she will be guaranteed four (4) hours. Portal-to-portal will be included within the four (4) - hour guarantee. Those employees called in for emergencies not covered by the four (4) -hour guarantee shall receive portal-to-portal pay.

Section 7. The Head Custodian is guaranteed one hour overtime for weekend and holiday building checks.

Section 8. Preparation for cleanup for school functions, i.e., graduation, is an inherent part of the job whether or not overtime is needed, and snow removal is an inherent part of the job of the maintainer.

Section 9. Employees may elect compensatory time off in lieu of payment for overtime. Such time off must be approved in a fashion similar to that for vacation leave. Employees may not use or accumulate more than forty (40) hours in one year of compensatory time off. The District and Association shall develop procedures for such time. Those procedures shall include a conversion of actual time worked to compensatory hours, which in all events shall not exceed forty (40) hours in one year. In the event that compensatory time-off is not used, it will be re-converted to payment.

#### **ARTICLE VI. - SICK LEAVE**

Section 1. Employees hired prior to July 1, 1981 who are unable to work due to personal illness will receive full pay for up to sixteen (16) days per year [cumulative to

one hundred eighty (180) days] of which three (3) may be personal business days.

Section 2. Employees hired after July 1, 1981 who are unable to work due to personal illness will receive full pay for up to thirteen (13) days per year [cumulative to one hundred eighty (180) days] of which three (3) may be personal business days. In the first year of employment the employee shall receive a pro-rata share of such days each at the rate of one (1) day per month with an additional day to be posted at the completion of six (6) months.

Section 3. Personal leave days may not be used to extend a vacation or holiday and may only be used for reasons that cannot be done on the employee's own time. Personal leave may be used before or after a weekend with approval. The District must have 48 hours' notice of a request for a leave except in cases of an emergency.

#### **ARTICLE VII. - JURY DUTY**

The Board will reimburse employees who serve on juries for their normal salaries less any amounts received for jury service as salary. Any amount received by the employee as expenses due to jury service shall be kept by the employee.

#### **ARTICLE VIII. - BEREAVEMENT LEAVE**

An employee may be allowed a maximum of five (5) days' absence with full pay in case of death in the immediate family, and three (3) days' absence with full pay for any other relative as listed below. This absence shall not be charged against the employee's leave.

##### **Five Days**

brother or sister (not in-laws)  
wife or husband

##### **Three Days**

brother-in-law  
sister-in-law



child  
parents  
blood relative making a permanent  
home with employee  
legal dependent

aunt  
uncle  
grandparents  
grandchild

(in case of married employee the "in law" shall be considered  
in the same relationship as the relative listed above except where  
otherwise identified)

Absence in excess of the above allowances shall be at full loss of pay.

#### **ARTICLE IX. - UNUSED SICK LEAVE**

Section 1. (a) - An employee who has been continuously employed by the District for ten (10) years or more and who is eligible for and who retires from the District under the New York State Retirement System may, by written notice to the District prior to the February 1<sup>st</sup> preceding retirement, receive payment at the rate of \$35.00 for each day of accumulated sick leave, but in no event may such payment exceed \$6,300.00.

Section 1 (b) Sick leave time shall be prorated for all employees who leave the District mid-school year prior to June 30<sup>th</sup>.

#### **ARTICLE X. - NOTICE OF ABSENCES**

Section 1. Night employees who must be absent must notify their supervisor by twelve noon.

Section 2. Daytime employees who must be absent must notify their supervisor by 9:00 P.M. the night before or by 7:00 A.M. if illness develops during the night.

Section 3. The employee must notify his supervisor for each succeeding day of absence.

Section 4. Absence without notification will be considered cause for suspension.

#### **ARTICLE XI. - ABSENTEEISM**

The following procedure may be used by the Administration in the event of excessive absenteeism, including absenteeism under Article VI. Excessive absenteeism is defined as (a) a pattern of absences, i. e., Monday-Friday syndrome; or (b) absences in excess of 3 days in each calendar quarter. The employee may have the union president present at any step.

Step 1 - The employee shall be notified that his absenteeism is deemed excessive. The employee shall state the reasons for the absences.

Step 2 - The employee shall be warned verbally and in writing that possible disciplinary action will be taken if there is no improvement.

Step 3 - In the event attendance has not improved, the Administration in its discretion may impose 1-3 days maximum suspension.

This procedure shall not limit any rights the District may otherwise have under this contract or by law including §75 proceedings.

#### **ARTICLE XII. - VACATION**

Section 1. All personnel, with the exception of employees needed to maintain the outdoor areas or for building repairs, will complete any summertime vacations in order to be back on the job by the last two weeks in August, (approximately August 15<sup>th</sup>).

Section 2. (a). All employees who have completed, by July 1<sup>st</sup> of each year, at

least one (1) year, but no more than five (5) years of employment, shall be entitled to two (2) weeks' vacation.

Section 2 (b). All employees who have completed, by July 1<sup>st</sup> of each year, at least five (5) years, but no more than ten (10) years of employment, shall be entitled to three (3) weeks' vacation.

Section 2 (c). All employees who have completed, by July 1<sup>st</sup> of each year, ten (10) years or more of employment, shall be entitled to four (4) weeks' vacation.

Section 3. All vacation schedules must be approved by the business office prior to the vacation. Custodial staff shall be permitted to take five (5) days of their allotted vacation during the school year.

Section 4 (a). Anyone whose anniversary of appointment falls between July 1<sup>st</sup> and September 30<sup>th</sup> shall be deemed to have completed his years of service as of the July 1<sup>st</sup> preceding for purposes of this section and any employee whose anniversary date falls after September 30<sup>th</sup> shall be considered to have completed his years of service on the following July 1<sup>st</sup>.

Section 4 (b). Vacation time shall be prorated for all employees who leave the District mid-school year prior to June 30<sup>th</sup>.

### **ARTICLE XIII. - HOLIDAYS**

Section 1. The following days have been recognized by the District as holidays for the maintenance and custodial staff, when they fall during the workweek, unless the District shall rule that school will be open:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday

Columbus Day  
Veteran's Day  
Thanksgiving Day

Good Friday  
Memorial Day  
Independence Day  
Labor Day

Day after Thanksgiving Day  
Day before Christmas  
Christmas Day  
Martin Luther King Day

When any of the fourteen (14) prescribed holidays fall on a nonworking day, compensatory time off shall be given, as designated by the administration, on a nonschool day.

The first day of Rosh Hashanah and Yom Kippur will be holidays if they fall on a regular workday. There will be no compensatory time off if they fall otherwise.

If the school calendar calls for a shortened session on the day before Thanksgiving, maintenance and cleaning personnel will also work on a reduced time schedule at the convenience of the building administrator.

Section 2. The work calendar shall provide for two (2) snow days.

#### **ARTICLE XIV. - UNIFORMS**

Section 1. The District will initially supply each employee with four (4) slacks, four (4) winter shirts and four (4) summer shirts as uniforms. Thereafter, unit members will receive on an annual basis two (2) complete uniforms. If uniforms are severely damaged they are to be replaced, at the discretion of the Director of Facilities.

Section 2. The District will have two (2) sets of rain gear available in each school.

#### **ARTICLE XV. - ELIMINATION OF DEPARTMENT**

If the Director of Buildings and Grounds does away with a department, the District is to give advance notice to the Union President who shall have the right to request negotiations on the impact of same. The request to negotiate must be in

writing to the Superintendent of Schools. The notice to the Union President must also be in writing. The Union President's request to negotiate must be within fifteen (15) days of the notice to him.

#### **ARTICLE XVI. - ASBESTOS REMOVAL**

Reasonable notice shall be given to the Union President if an outside company will be doing asbestos work and the area in which the work is to be done.

The District will have an asbestos team to do asbestos repair or removal. The team will be volunteers and will receive training at District expense. The District will pay for required physical examinations, uniforms and equipment. It is understood that persons so trained will do minor repairs.

#### **ARTICLE XVII. - GRIEVANCE PROCEDURE**

##### **Principles**

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged. Failure to perform within the procedural time limits shall be deemed a waiver.

2. A grievant shall have the right to be represented at any stage of the procedures by a person of his/her own choice. No grievance may be processed at any level without the consent of the grievant(s).

3. Each supervisor shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her within the time specified in these procedures.

4. All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance occurred, the party responsible for causing said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought.

#### Definitions

1. A grievance is a claim by an employee in the negotiating unit based upon any violation, misinterpretation or misapplication of this contract.

2. The term "supervisor" shall mean immediate supervisor including principal, assistant principal, head custodian, Director of School Facilities and Operations or other person responsible for the area in which an alleged grievance arises.

3. Aggrieved party shall mean any person in the negotiating unit filing a grievance.

4. The "date of the alleged grievance" is that date when the event or condition constituting the grievance occurred or that date upon which the grievant knew or reasonably should have known of the event or condition.

5. "Date of receipt" shall mean the date the item is physically received or three (3) days after it is mailed, whichever is earlier.

#### Procedures

##### 1. Level One

If the employee is not satisfied with the informal disposition of his/her grievance, he/she shall within thirty (30) days of the date of the alleged grievance, submit a written

statement of the grievance to his/her supervisor. The supervisor shall submit a written response to the grievant within five (5) workdays after the receipt of the written submission of the statement of grievance.

2. Level Two

a) If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may within five (5) workdays of receipt of the supervisor's response file an appeal to the Assistant Superintendent of Business. The appeal papers shall include the s statement of grievance submitted to the supervisor, at the option of the grievant a written statement of specific objections to the supervisor's response and at the option of the supervisor a written statement in support of his/her decision.

b) Within five (5) school days of receipt of the grievance by the Assistant Superintendent of Business, the Assistant Superintendent or his/her designee shall schedule a meeting with the grievant in an effort to resolve the matter.

c) The Assistant Superintendent of Business shall submit a written response to the grievant within fifteen (15) workdays after receipt of the grievance. A copy of the decision will be forwarded to the Association.

3. Level Three

If the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may within five (5) workdays of receipt of the Assistant Superintendent of Business' response file an appeal to the Superintendent of Schools.

The Superintendent of Schools shall receive the appeal papers filed at Level Two and the response of the Assistant Superintendent of Business. The Superintendent or his/her designee may schedule a meeting with the grievant in an

effort to resolve the matter.

The Superintendent of Schools shall submit a written response to the grievant within fifteen (15) workdays after receipt of the grievance. A copy of the decision will be forwarded to the Association.

4. Level Four

a) Within ten (10) workdays after receipt of the Level Three grievance decision the aggrieved, with the consent of the Association, may appeal the decision of the Superintendent of Schools by submitting written notice to the Board of his/her intent to request arbitration through the American Arbitration Association.

b) The arbitrator shall confine his/her decision to the application and interpretation of this Agreement. He/she shall be without power to add to, modify or vacate any of the terms of this Agreement or make any decision contrary or inconsistent to the terms of this Agreement or which violates any rule or regulation having the force and effect of law.

c) The costs for the services of the arbitrator, if any, shall be shared equally by the District and the Organization.

d) The decision of the arbitrator, made in accordance with his/her authority and jurisdiction under this Agreement shall be advisory only.

**ARTICLE XVIII. - JOB OPENINGS**

All vacancies within unit positions, including newly created positions, will be posted. Applicants from within the staff shall be considered but the District shall not be required to hire from within. If there are two or more applicants from within the staff and the less senior applicant is to be appointed to a vacant position, the District will notify



the President of the unit who shall have the opportunity to discuss this with the Assistant Superintendent of Business.

#### **ARTICLE XIX. - COMPENSATION**

Section 1. The salary schedule for the 2002-2003 school year shall be as per attached Schedule "A".

Section 2. The salary schedule for the 2003-2004 school year shall be as per attached Schedule "B".

Section 3. The salary schedule for the 2004-2005 school year shall be as per attached Schedule "C".

#### **ARTICLE XX. - RETIREMENT**

Section 1. The District will implement the 1/60 Retirement Law retroactive to 1938.

Section 2. The Board agrees to negotiate early retirement if the legislation permitting this becomes enacted. The Association shall request such negotiation in writing within ninety (90) days after enacted.

#### **ARTICLE XXI. - INSURANCE**

Section 1. The insurance program for the subject employees shall be in accordance with Schedule "D" attached hereto.

Section 2. Health Insurance Declination. An employee who voluntarily declines continuation of family/individual health insurance shall receive a bonus of 50% of the amount the District saved in the preceding year by virtue of such declination. Employees will be compensated in December immediately following the anniversary

date of the declination. The employee shall be eligible for such bonus only if the declination is for a full plan year.

Section 3. Unit members hired after the execution of this contract (July 1, 2002 to June 30, 2005) shall not be eligible for health insurance coverage if they have available health insurance coverage through a spouse that is substantially equivalent or better than the insurance offered by the District.

#### **ARTICLE XXII. - §125 PLAN**

Employees shall be eligible to participate in the District's §125 Plan.

#### **ARTICLE XXIII. - TERM OF AGREEMENT**

This agreement shall go into effect as of the 1<sup>st</sup> day of July, 2002 and shall continue in effect up to and including the 30<sup>th</sup> day of June, 2005.

#### **ARTICLE XXIV. - MISCELLANEOUS PROVISIONS**

Section 1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

Section 2. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Section 3. Any individual arrangement, agreement or contract between the District and a custodial or maintenance employee shall be subject to and consistent

with the terms and conditions of this contract.

Section 4. If any provision of this Agreement or any application of this Agreement to any custodial or maintenance employee shall be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 5. In accordance with Article XIV of the Civil Service Law Section 204-a,

IT IS AGREED BY AND BETWEEN THE PARTIES THAT  
ANY PROVISION OF THIS AGREEMENT REQUIRING  
LEGISLATIVE ACTION TO PERMIT ITS  
IMPLEMENTATION BY AMENDMENT OF LAW OR BY  
PROVIDING THE ADDITIONAL FUNDS THEREFOR,  
SHALL NOT BECOME EFFECTIVE UNTIL THE  
APPROPRIATE LEGISLATIVE BODY HAS GIVEN  
APPROVAL.

Section 6. The Association agrees to informally attempt to resolve disputes or disagreements with the District prior to filing any improper practice charge with the Public Employment Relations Board.

Section 7. The District shall be authorized to hire part-time bus drivers on a sporadic basis when the need arises. The District shall only engage such part-timers when bargaining unit members decline to or are unavailable to provide the requested transportation services.

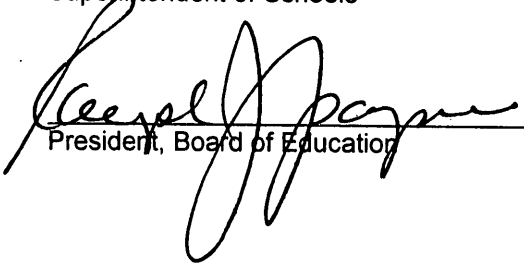
Section 8. The District reserves the right to require unit members to be certified in the use of defibrillators. The training shall be at District expense.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties

the day and year first above written.

WANTAGH UNION FREE SCHOOL DISTRICT

By:   
Superintendent of Schools

  
President, Board of Education

CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.  
LOCAL 1000, AFSME, AFL-CIO

By:   
President

  
Labor Relations Specialist

# WANTAGH MAINTENANCE AND CLEANING STAFF

## 2002-2003 SALARY SCHEDULE SCHED. A

Step	Cleaners	Maintenance Helper Custodians	Cleaner/ Bus Driver Maintainer Asst. Head Custodian	Sr. Maintainer Head Custodian/ Elementary Auto Mechanic	Head Custodian/ Secondary Maint. Supervisor
1	32,130	34,129	35,484	37,131	39,124
2	33,128	35,128	36,475	38,130	40,123
3	34,129	36,137	37,485	39,124	41,139
4	35,128	37,131	38,481	40,123	42,136
5	36,137	38,130	39,481	41,139	43,166
6	37,131	39,124	40,472	42,136	44,216
7	38,130	40,123	41,472	43,166	45,277
8		41,139	42,488	44,216	46,326
9				45,275	47,382

### New Hire Rates

28,031	29,773	30,951	32,388	34,124
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### Differentials:

Custodian in charge at night - plus \$600

Night Differentials- plus \$600 (Shifts ending 8:00 pm or after)

Any employee who will have completed 12 years of service in the Wantagh Public Schools on or before October 1 shall be entitled to a service increment of \$575, with an additional increment of \$575 after 17 years of service in the district and \$575 after 20 years of service in the district.

Overtime: Time and a half for all overtime over 40 hours per week.

## 2003-2004 SALARY SCHEDULE

Step	Cleaners	Maintenance Helper Custodians	Cleaner/ Bus Driver Maintainer Asst. Head Custodian	Head Custodian/ Elementary Auto Mechanic	Head Custodian/ Secondary Maint. Supervisor
1	33,254	35,324	36,726	38,431	40,493
2	34,288	36,357	37,752	39,464	41,527
3	35,324	37,402	38,797	40,493	42,579
4	36,357	38,431	39,828	41,527	43,610
5	37,402	39,464	40,863	42,579	44,677
6	38,431	40,493	41,888	43,610	45,764
7	39,464	41,527	42,923	44,677	46,862
8		42,579	43,975	45,764	47,947
9				46,860	49,040

### New Hire Rates

29,012	30,815	32,035	33,522	35,318
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### Differentials:

Custodian in charge at night - plus \$600

Night Differentials- plus \$600 (Shifts ending 8:00 pm or after)

Any employee who will have completed 12 years of service in the Wantagh Public Schools on or before October 1 shall be entitled to a service increment of \$575, with an additional increment of \$575 after 17 years of service in the district and \$575 after 20 years of service in the district.

Overtime: Time and a half for all overtime over 40 hours per week.

## SCHEDULE B

## 2004-2005 SALARY SCHEDULE

Step	Cleaners	Maintenance Helper Custodians	Cleaner/ Bus Driver Maintainer Asst. Head Custodian	Head Custodian/ Elementary Auto Mechanic	Head Custodian/ Secondary Maint. Supervisor
1	34,418	36,560	38,012	39,776	41,910
2	35,488	37,630	39,073	40,845	42,981
3	36,560	38,711	40,155	41,910	44,069
4	37,630	39,776	41,222	42,981	45,137
5	38,711	40,845	42,293	44,069	46,240
6	39,776	41,910	43,354	45,137	47,366
7	40,845	42,981	44,425	46,240	48,502
8		44,069	45,515	47,366	49,625
9				48,500	50,757

### New Hire Rates

30,027	31,893	33,156	34,695	36,554
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### Differentials:

Custodian in charge at night - plus \$600

Night Differentials- plus \$600 (Shifts ending 8:00 pm or after)

Any employee who will have completed 12 years of service in the Wantagh Public Schools on or before October 1 shall be entitled to a service increment of \$575, with an additional increment of \$575 after 17 years of service in the district and \$575 after 20 years of service in the district.

Overtime: Time and a half for all overtime over 40 hours per week.

## SCHEDULE C